

Readfield Select Board
Meeting Agenda
June 7, 2021, Select Board Meeting
Select Board Meeting starts: 6:30 PM
Select Board Meeting ends (unless extended) at 8:00 PM

This meeting will be held in-person at the Town Office

Pledge of Allegiance (6:30pm)

Regular Meeting Items - 5 min.

21-128 - Minutes: Select Board meeting minutes of May 17, 2021.

21-129 - Warrants: #49-51

Communications - 30 min.

Select Board communications. - 5 min.

Town Staff Reports - 10 min.

Boards, Committees, Commissions & Departments - 5 min.

- Trails Committee minutes of April 28, 2021
- Comprehensive Plan Committee minutes of March 17 and April 21, 2021
- Budget Committee minutes of April 1, 2021
- Library Board minutes of April 7, 2021

Public Communication - Members of the public may address the Select Board - 10 min.

Appointments, Re-appointments, and Resignations - 5 min.

21-130 - Consider the appointment of Thelma Parks as a Ballot Clerk for the June 8, 2021 vote.

21-131 - Consider the resignation of Gary Keilty from the Comprehensive Plan Committee

Old Business - 15 min.

21-126 - Discuss the outcome of the Winter Roads Maintenance RFP and next steps - 10 min.

21-068 - Consider next steps for investigating broadband internet and the possibility of a local Fiber to the Home (FTTH) network - 5 min.

New Business - 30 min.

21-132 - Consider leveraging the existing relationship with Charter Communications to expand cable and internet service locally and address other contractual issues - 10 min.

21-133 - Consider approval of a Locally Administered Project Agreement with the Maine DOT for design and engineering work for the proposed Church Road Sidewalk - 5 min.

21-134 - Consider nominations for the Spirit of America Awards - 5 min.

21-135 - Consider award of a road striping services contract - 5 min.

21-136 - Consider award of a crack sealing services contract - 5 min.

Other Business, Upcoming Meetings, and Future Agenda Items - 5 min.

Adjournment

Participate via Zoom at: <https://us02web.zoom.us/j/88149608367> or
Call-in at +1 (929) 436-2866 and enter meeting ID: 881 4960 8367 and passcode: 781405

REGULAR MEETING

- **MINUTES**
- **WARRANTS**

Readfield Select Board
Regular Meeting Minutes – Monday, May 17, 2021 – Unapproved

Select Board Members Present: Bruce Bourgoine, Ralph Eno, Dennis Price, Christine Sammons and Kathryn Woodsum

Others Attending: Eric Dyer (Town Manager), William Starrett (Channel 7), Kristin Parks (Board Secretary), Jackie Drouin, Travis Magnusson, Jill Worster, Nate Rudy

Bruce called the Select Board meeting to order at 6:30 pm.

- **21-116 – Minutes: Select Board meeting minutes of April 20, 2021**
 - **Motion** made by Chris to approve the Select Board meeting minutes of March 29, 2021 as presented, **second** by Kathryn. **Vote** 5-0 in favor.
- **21-117 – Warrants: #44-48 (FY21)**
 - Chris reviewed Warrants #44-48
 - **Motion** made by Chris to approve warrants #44-46 in the amount of \$49,599.02, **second** by Kathryn. **Vote** 5-0 in favor.
 - **Motion** made by Chris to approve warrants #47-48 in the amount of \$404,759.86, **second** by Kathryn. **Vote** 5-0 in favor.

Communications

- **Select Board Communications**
 - Dennis: Wanted to congratulate MCHS Coach Travis Magnusson and the MCHS Boys Basketball team for going undefeated this past season even with all the COVID-19 obstacles and protocols. Also congratulations to Cash McClure for being Mr. Basketball. Coach Travis spoke that they boys went 16-0 this year and did an excellent job.

Appointments, reappointments and Resignations:

- **21-118 – Consider the appointment of Chip Stephens (CEO/LPI) as the E-911 Addressing Officer**
 - **Motion** made by Kathryn to appoint Chip Stephens, our current CEO, as the E-911 Addressing Officer, **second** by Chris. **Vote** 5-0 in favor.
- **21-119 – Consider the appointment of Sonya Clark as Warden for the June 8, 2021 Town Meeting**
 - **Motion** made by Bruce to appoint Sonya Clark as Warden for the June 8, 2021 Town Meeting, **second** by Chris. **Vote** 5-0 in favor.
- **21-120 – Consider the appointment of slate of Ballot/Election Clerks for the June 8 Town Meeting**
 - **Motion** made by Kathryn to appoint slate of 2021 ballot and elections clerks for the June 8 town meeting as presented in packet, **second** by Chris. **Vote** 5-0 in favor.
- **21-121 – Consider the appointment of Nate Rudy to the Solid Waste & Recycling Committee**
 - Nate present for appointment and gave a brief introduction.
 - **Motion** made by Kathryn to appoint Nate Rudy to the Solid Waste & Recycling Committee beginning tonight and with a term ending 6/30/2023, **second** by Dennis **Vote** 5-0 in favor.

Readfield Select Board
Regular Meeting Minutes – Monday, May 17, 2021 – Unapproved

- **21-122 – Consider the appointment of Lisa Garside as an Alternate to the Conservation Commission**
 - **Motion** made by Kathryn to appoint Lisa Garside as an alternate to the Conservation Commission beginning tonight and with a term ending 6/30/2022, **second** by Ralph. **Vote 5-0** in favor.

- **21-123 – Consider the appointment of Jackie Drouin to the Library Board of Directors**
 - Jackie present and gave a brief introduction.
 - **Motion** made by Kathryn to appoint of Jackie Drouin to the Library Board of Directors beginning tonight and with a term ending 06/30/2022 **second** by Ralph. **Vote 5-0** in favor.

Communications Continued

- **Town Staff Reports**
 - March Treasurers' Report is available online
 - Review of April Treasurers' Report
 - Review of Town Manager Report dated 5-17-2021

- **Boards, Committees, Commissions & Departments**
 - Age Friendly Committee meeting minutes of March 10, 2021
 - Solid Waste & Recycling Committee minutes of January 20, 2021
 - Trails Committee minutes of March 24, 2021

- **Public Communications - Members of the public may address the Select Board on any topic**
 - None

Old Business:

- **20-102 – Discuss the local COVID-19 situation and response and take any necessary action**
 - Review of informational memo included in the packet. Mask mandate will change on 5/24/2021 when state mandate is lifted. Those fully vaccinated – mask optional.

- **21-113 – Consider a second draft revision to the Select Board Roles & Responsibilities Policy**
 - **Motion** made by Kathryn to approve the Select Board Roles & Responsibilities Policy for the Town of Readfield, Maine, **second** by Chris. **Vote 5-0** in favor.

New Business:

- **21-124 – Consider the selection of preferred Municipal Retirement Services providers**
 - Eric reviewed the information included in the packet. Preferred to go with Sarah Dunckel of Atlantic Wealth Planning Group.
 - **Motion** made by Chris to approve Sarah Dunckel of Atlantic Wealth Planning Group for the retirement plan for employees with alternative rankings, **second** by Dennis. **Vote 5-0** in favor.

Readfield Select Board
Regular Meeting Minutes – Monday, May 17, 2021 – *Unapproved*

- **21-125 – Consider the direction and of Broadband Internet Service in Readfield and a charge for the Broadband Internet Committee**
 - Review of Broadband Internet Committee Memo. Next step is to wait for the vote to see what happens next.
 - Kathryn would like to see broadband on every future select board agenda for updates and changes.
 - **Motion** made by Kathryn to appoint the broadband committee, not Adhoc, for a term ending 6/30/2022, **second** by Ralph. **Vote** 5-0 in favor.

Motion made by Kathryn to extend the meeting to 8:10 pm, **second** by Chris. **Vote** 5-0 in favor.

- **21-126 – Discuss the outcome of the Winter Roads Maintenance RFP and next steps**
 - Eric updated that they have put the RFP out to bid twice with no bids received. Town attorney advice was to request a best offer bid by May 31, 2021. If interested submit before that date.
- **21-127 - Approve a notice of Change in Location for the June 8, 2021 Town Meeting**
 - **Motion** made by Kathryn to approve a notice of change in location for the June 8, 2021 town meeting as presented, **second** by Chris. **Vote** 5-0 in favor.

Motion made by Dennis to adjourn the meeting at 8:01 pm, **second** by Kathryn. **Vote** 5-0 in favor.

Minutes submitted by Kristin Parks, Board Secretary

May 13, 2021 Warrant Summary

Warrant #:	Journal #:	Amount	Warrant Type:	SB Reviewer:	Signatures Required:	Approval Date:
49		\$ 2,389.98	Warrant	C.Sammons	Three	
A			State Fees		One	
B			State Fees		One	
			Payroll		One	
		SUM \$ 2,389.98				

	Indicates public review is required following prior approval
	Indicates public review and approval are both required

May 24, 2021 Warrant Summary

Warrant #:	Journal #:	Amount	Warrant Type:	SB Reviewer:	Signatures Required:	Approval Date:
50	553	\$ 29,462.59	Warrant	C.Sammons	Three	
A	553	\$ 2,538.75	State Fees	C.Sammons	One	5/18/2021
B	553	\$ 4,700.95	State Fees	C.Sammons	One	5/21/2021
51	576	\$ 20,236.05	Payroll	C.Sammons	One	
		SUM \$ 49,698.64				

	Indicates public review is required following prior approval
	Indicates public review and approval are both required

Treasurer's Warrant

Warrant # 49

\$2,389.98

Dates: 5/13/2021

To the Treasurer of Readfield:

This is to certify that there is due and chargeable to the accounts listed below the sums indicated, and you are directed to pay the amounts listed to the payees named herein.

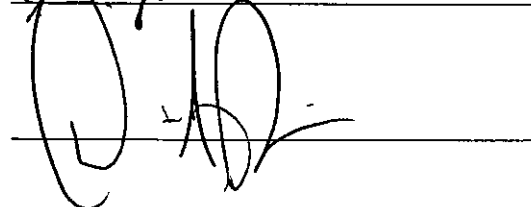
Payee	Account	Amount	Check #'s
EMPLOYEES	Payroll	\$0	
VARIOUS VENDORS	Accounts Payable	\$2,389.98	69907
	Total	\$2,389.98	

Date Signed: 5/18/21

Bruce Bourgoine


Christine Sammons


Ralph Eno


Dennis Price

Kathryn Woodsum

A / P Check Register
Bank: Androscoggin Bank

Type	Check	Amount	Date	Wrnt	Payee
R	69907	2,389.98	05/13/21	49	0860 DR Designs
Total		2,389.98			

Count	
Checks	1
Voids	0

Treasurer's Warrant

Warrant # 50 & 51

\$49,698.64

Dates: 5/27/2021

To the Treasurer of Readfield:

This is to certify that there is due and chargeable to the accounts listed below the sums indicated, and you are directed to pay the amounts listed to the payees named herein.

Payee	Account	Amount	Check #'s
EMPLOYEES	Payroll	\$20,236.05	69941-69951 169941-169955
VARIOUS VENDORS	Accounts Payable	\$29,462.59	69908-69940
	Total	\$49,698.64	

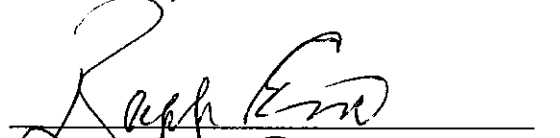
Date Signed: 5/25/2021



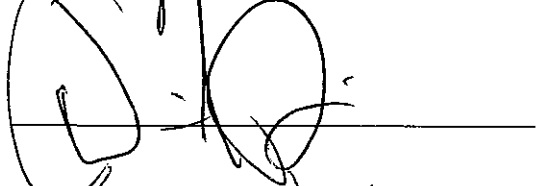
Bruce Bourgoine



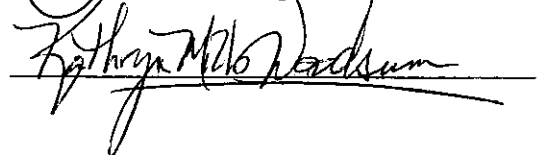
Christine Sammons



Ralph Eno



Dennis Price



Kathryn Woodsum

A / P Check Register
Bank: Androscoggin Bank

Type	Check	Amount	Date	Wrnt	Payee
P	999	36.99	05/27/21	50	0031 Central Maine Power Co
P	69908	2,538.75	05/13/21	50	0086 SECRETARY OF STATE (MOTOR VEH)
P	69909	4,700.95	05/20/21	50	0086 SECRETARY OF STATE (MOTOR VEH)
R	69910	779.40	05/27/21	50	0530 ADT LLC
R	69911	25.99	05/27/21	50	0022 Audette's Hardware
R	69912	582.36	05/27/21	50	0024 Baker & Taylor, Inc
R	69913	480.00	05/27/21	50	0569 CH Stevenson Inc
R	69914	816.54	05/27/21	50	0249 CopyShop
R	69915	3,120.00	05/27/21	50	0453 Cushing Construction, LLC
R	69916	1,500.00	05/27/21	50	0591 David Ledew
R	69917	225.00	05/27/21	50	0853 David Morrow
R	69918	1,331.74	05/27/21	50	0900 Election Systems & Software
R	69919	27.00	05/27/21	50	0848 Elvin's Farm
R	69920	733.23	05/27/21	50	0704 Fabian Oil
R	69921	234.98	05/27/21	50	0464 Fayette General Store
R	69922	490.00	05/27/21	50	0043 Fire Tech and Safety
R	69923	24.00	05/27/21	50	0791 Group Dynamic Inc
R	69924	174.00	05/27/21	50	0697 Karl MacCabe
R	69925	34.42	05/27/21	50	0137 Maine Authors Publishing
R	69926	350.00	05/27/21	50	0556 Maine InfoNet Download Library
R	69927	35.00	05/27/21	50	0066 Maine Municipal Association
R	69928	6,828.89	05/27/21	50	0065 MAINE MUNICIPAL EMP. HEALTH
R	69929	2,750.00	05/27/21	50	0218 MAINE RESOURCE RECOVERY ASSOC
R	69930	140.00	05/27/21	50	0229 Melissa A Small
R	69931	150.00	05/27/21	50	0139 MMTCTA
R	69932	11.50	05/27/21	50	0360 North Coast Services LLC
R	69933	351.07	05/27/21	50	0823 OTELCO
R	69934	169.56	05/27/21	50	0858 PETTY CASH
R	69935	77.37	05/27/21	50	0640 Pitney Bowes, Inc
R	69936	83.36	05/27/21	50	0390 Portland Glass
R	69937	420.00	05/27/21	50	0841 PretiFlaherty
R	69938	27.12	05/27/21	50	0021 Sonya Clark
R	69939	13.17	05/27/21	50	0696 Spectrum
R	69940	200.20	05/27/21	50	0765 W.B. Mason Co., Inc
Total		29,462.59			

Count

Checks	34
Voids	0

COMMUNICATIONS

- **SELECT BOARD**
- **STAFF REPORTS**
- **BOARDS & COMMITTEES**
- **PUBLIC COMMUNICATIONS**

Berry · Talbot · Royer

CERTIFIED PUBLIC ACCOUNTANTS



Independent Auditor's Report

Town Selectmen and Manager
Town of Readfield, Maine

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Readfield, Maine as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The Town's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Readfield, Maine as of June 30, 2020, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 - 11 and 34-38 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Readfield, Maine's basic financial statements. Schedules 2 through 6 are presented for purposes of additional analysis and are not a required part of the basic financial statements.

Schedules 2 through 6 are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, Schedules 2 through 6 are fairly stated, in all material respects, in relation to the basic financial statements as a whole.



Berry Talbot Royer
Certified Public Accountants
Falmouth, Maine
May 17, 2021

Readfield Trails Committee Minutes

April 28, 2021

Present: Nancy Buker, Jackie Drouin, Greg Durgin, Bob Harris, Jeanne Harris, Steve Hayes, Rob Peale, Holly Rahmlow

Excused: Paul Bessette, Greg Leimbach, Henry Whittimore

The meeting was called to order at 6:35 p.m.

The March minutes were reviewed. Nancy moved they be approved, and Jeanne seconded. All agreed.

Two new members, Jackie Drouin and Steve Hayes, were welcomed to the committee.

Jeanne announced that we have \$1,446.28 in our account.

Rob reported that he went out with Greg D. and Paul to make sure the proposed trail at Carleton Pond is still marked and obvious. The previously marked trail could potentially be extended a little further to where the road comes down along the lake but would not get much closer to the dam. GAUD does not want to encourage access to the dam area in any case. Rob and others suggested that we might want to build a couple of side trails between the road and lake trail to offer hikers more options for a shorter loop hike (using the road and the trail).

We still have no timeline from GAUD for getting the trail ready. Rob said that perhaps this summer we might be able to clear the trail and set up a small kiosk. Brian plans to wait until fall to build a more permanent kiosk for both hikers and snowmobilers. This project is all volunteers, with no funds from GAUD. We are limiting our trails to those along the pond, because GAUD may sell some of the upland area and the area would be difficult, with our volunteer base, to clear due to slash from logging operations.

Greg D. reported that Greg L. is working with town committees to try to get them to commit to holding an event or two to let the town know more about their activities and purpose. Trails has plans to do an event at Heritage Days if the pandemic eases and it is held.

Greg D. and Bob replaced the sign at the Fairgrounds that had been stolen. The sign was expensive, but we want to keep all the signs the same as the others already on the trails. We may have to reassess if thefts keep occurring.

On April 27 Greg D., Bob, Rob and Jackie worked on the Esker Trail, rerouting a couple of wet places, putting down geotech and mulch, and pruning. Rob also redid the blazing, so the trail is in good shape for the summer.

Greg D. reported that the Age Friendly Committee received a \$2,500 grant for the Fairgrounds trail, with \$2,000 to go toward bluestone and \$500 for a bench. The Readfield Conservation Commission is planning to match that grant with \$2,000 for more bluestone.

Greg D. walked the trail with Jerry Bley of the RCC to plan where to put the stone, and Milt reblazed the trail. Greg said they are planning to use tractors to move the stone, so it won't be just volunteers hauling stone. Also, on the North Trail a culvert has popped and will need to be reset.

Trails, the RCC and Historical Society are planning a display of the pulling stones located off the Fairgrounds Trail for Heritage Days.

Meeting adjourned at 7:22 p.m. The next meeting will be Wednesday, May 26.

Minutes prepared and submitted by Holly Rahmlow

Comprehensive Planning Committee Minutes

April 21, 2021

Present: Paula Clark, Jessica Gorton, Gary Keilty, Joel Greenwood (KVCOG), Sean Keegan, Matt Nazar, Charles Tetelman (KVCOG), Romaine Turyn, David Trunnell

Absent: Henry Clauson, Dennis Price

The meeting, which was held via Zoom, was called to order at 6:02 p.m. by Matt Nazar.

The minutes from March 17, 2021, were reviewed. Jessica moved that they be accepted; Paula seconded. Unanimously approved.

New Business

Paula, Matt and Charles led a discussion on the Land Use and the Built Environment section.

Charles had previously sent out Maine's land use requirements and the current built requirements. Future planning requirements focus on development that fits with maintaining the rural nature of the state.

Discussion ensued about where development has occurred, where it is going to occur and how that might fit into our land use requirements. While there have been lots of changes throughout the last couple of decades, it's been cyclic and somewhat unplanned.

Restrictions prohibit a lot of commercial development. For example, stores like Dollar General, which are often placed in rural areas, have not come to Readfield.

Some towns are designated as places where commercial development is allowed and encouraged (e.g., Manchester), but Readfield has resisted that. Most of Readfield's development has occurred out in the rural areas instead of the growth areas where it might be preferred.

The 2009 plan lacks incentives to encourage people to develop in village areas and no disincentives on rural area expansion. Reviewing what types of expansion we want to encourage could be a good point to explore with the public. Do we want to limit residential areas or go for mixed use?

One limiting factor for Readfield village development is the lack of public utilities.

Members noted that some planned subdivisions remain undeveloped. The cluster housing concept remains in the land use ordinance, but there may be nothing to incentivize builders to do so since there is ample rural space.

The previous plan includes both a rural and a rural resource zone to try and preserve some areas for things such as prime farmland and outdoor recreation.

KVCOG's strategic plan includes incentives to encourage commercial development on the first story, housing on upper stories. Other issues addressed in the plan include smaller housing stock, solar and wind, marijuana, self-storage units and a floating overlay zone.

KVCOG Economic Development Plan has a lot of good ideas, but they will have to be adjusted to accommodate political limitations.

Some questions to answer include:

How we might make the Four Corners and Depot areas of town more attractive, what resources might be used to present ideas more positively, the possibility of encouraging eco villages or co-housing, how we might use recreational areas to improve livability, and possible funding via organizations like HUD.

Old Business

Historical & Archaeological Resources Section Check-In

David and Charles presented the work they've begun, including some of the accomplishments and setbacks the town has seen in historical buildings, including the loss of several historic buildings. Charles has begun editing and reformatting the section. He compressed some of the history and broke the text up into sections to make it more readable.

Continued Discussion of Comp Plan Mission / Vision Statement

The idea is to distill the vision into just a couple of sentences about what Readfield wants to be and limit that entire section to one page. Henry was going to work on that, so members can share their thoughts with him for a future meeting.

Next Meeting Discussion

The next meeting will be May 19 and will cover future land use and progress on the Historical and Archaeological Resources section.

It was suggested that KVCOG might have some ideas for resources to help struggling businesses or ways to avoid properties being abandoned. One possibility is working with Kents Hill School and the summer camps similar to the way Colby College is working with Waterville to revitalize the city center.

Meeting adjourned at 7:21 p.m.

Minutes prepared and submitted by Holly Rahmlow

Comprehensive Planning Committee Minutes

March 17, 2021

Present: Henry Clauson, Paula Clark, Greg Durgin, Eric Dyer, Jessica Gorton, Gary Keilty, Joel Greenwood (KVCOG), Matt Nazar, Dennis Price, Charles Tetelman (KVCOG), Romaine Turyn, David Trunnell

Absent: Sean Keegan

The meeting, which was held via Zoom, was called to order at 6:03 p.m.

Henry began by going over the meeting agenda, which will begin with announcements from committee members or town employees, followed by public comment on topics not on the agenda.

New Business

Process/Timeline Review

Henry presented a document for the process plan, showing what topics will be covered and when. The items are divided into new and old items with columns for each step in the process and the dates they are completed. The plan is to finish the process by early next fall so it will be ready for the town warrant in November 2022.

Another document showed the different sections and which members on the committee will lead and participate in the process on that topic.

The group discussed suggested changes as well as the visual elements of the sections and the use of maps to supplement the text.

Committee Topic/Section Assignments

Each chapter will have a leader/co-leaders, but the entire committee will have an opportunity to input into sections. Chapter leaders will gather information from the relevant town committees and other sources, as well as from KVCOG, then bring that information back to the committee for input.

Different topics will require different levels of information, as some topics are more detailed than others, while, for example, history does not change. The previous Comprehensive Plan will provide a starting point.

Historical & Archaeological Resources Section Presentation (KVCOG)

Charles said the goal is to find out if there is additional information now available that can be added. For example, the language in discussing Native American issues has changed since the previous plan was put together. Other resources from the region may now be available digitally.

His goals and policies document provides suggested topics to explore, but it is essential to include everything required by the state.

Members suggested resources for new information. These included Dale Potter Clark, the group restoring the Union Meeting House and investigating other possible archaeological sites.

Greg and David will present their work on the section at the May meeting.

Public Participation Plan

Henry reviewed the public participation aspect and how that might be carried out, such as possibly using social media.

Dennis said that after the last meeting he promoted the committee's page on Facebook and garnered a lot more participation. He said a lot of people don't really understand the Comprehensive Plan and how they might participate.

Eric said they are planning on having a Google Drive Doc for KVCOG and asked whether the public should have access. Charles said that he is envisioning having that document available only to committee members. Matt suggested we might put static documents on the town website.

The public is allowed to participate in the meetings, but they are limited to a section of the meeting or specific requests to be recognized.

Charles said that the state requires at least one public meeting.

Old Business

Vision Statement

Henry noted that the previous Comprehensive Plan does not include a vision statement. The committee shared some thoughts on this statement via email, and the resulting draft document was presented.

The response to the overall outline was very positive. Henry noted that it is too wordy as it stands, and there was general agreement that it needs to be tightened to one page. He asked that committee members, as well as KVCOG advisers, read and comment on the document and send him their edits, which he will compile and bring back to the committee.

Next Meeting

Henry said he will be sure that the next meeting will be well announced to avoid any confusion on the date and time.

The section topic for the next meeting will be Land Use led by Paula and Matt.

KVCOG representatives will present their thoughts on the current Comprehensive Plan to members in advance of the meeting, and the committee will discuss them.

Henry said it might be useful to have KVCOG also review how much has been achieved based on the previous Comprehensive Plan goals.

Meeting adjourned at 7:33 p.m.

Minutes prepared and submitted by Holly Rahmlow

**Town of Readfield
Budget Committee**

Minutes of Meeting - April 1, 2021

APPROVED

The Readfield Budget Committee held a regularly scheduled meeting on April 1, 2021. Committee members in attendance included Andrews Tolman, Chair; Martin Hanish; Rebecca Lambert; Ed Sims; and Ellen Schneiter. Eric Dyer, Readfield Town Manager, was also present. Because of the ongoing pandemic, this meeting was conducted via ZOOM; details of the meeting and log in credentials were posted on the Town website, to facilitate participation by members of the public. However, no members of the public logged into the meeting, which was called to order by Tolman at approximately 6:30 pm.

The meeting began with a review of the draft Minutes for the Committee's March 11, 2021 meeting. Lambert offered a motion to accept the minutes as drafted; Hanish provided a second. The motion passed unanimously.

Dyer then provided a brief overview of the changes to the proposed budget that had been made since the group's last meeting. These changes are summarized in the document labeled "Draft 5" that was included in the meeting packet and available on the Town website. The most significant of these changes was the reduction of the amount budgeted for the Contingency Fund from \$50k to \$25k. The Committee was previously aware of the potential change to this line item, as the final appropriation was predicated on the disposition of several decisions pending before the Select Board. Those decisions – which included changes to the Town benefits package for employees – having been made and corresponding changes made to the individual budget lines (primarily salary and benefits lines) to reflect those decisions, the amount reflected in the Contingency Fund where surplus monies to fund the changes were held in abeyance, could now be reduced.

Overall, the changes to this iteration of the budget result in a small reduction to the proposed mil rate, lowering it from 15.77 to 15.75. Dyer reminded the Committee that this mil rate reflects the municipal portion of the budget and assumes no change in the school budget. The RSU budget process is not yet complete. Additionally, the amount for the County tax assessment reflected in this draft of the budget should be considered a placeholder; the County has not yet finalized the new tax rates. The amount for County tax included in the draft budget does estimate a 3% rate increase, which Dyer believes will be relatively close to actual.

The Committee then considered the budget-related articles included on the draft Warrant. These articles had already been reviewed and approved by the Select Board. Tolman led the Committee through each article and Members had the opportunity to raise questions regarding any specific budget item. The votes on each article are as follows:

Article	Budget Item	Amount	Vote (Motion to Approve, 2 nd , vote tally)	Notes
7	Administration	\$620,098	M: Lambert; 2 nd : Hanish; unanimous approval	
8	Municipal Maintenance	\$144,915	M: Hanish; 2 nd : Lambert; unanimous	
9	Community Services	\$75,466	M: Schneider; 2 nd : Lambert; unanimous	
10	Recreation	\$50,321	M: Sims; 2 nd : Lambert; unanimous	
11	Protection	\$154,335	M: Schneider; 2 nd : Sims; unanimous	
12	Cemeteries	\$22,700	M: Hanish; 2 nd : Lambert; unanimous	
13	Roads/Drainage	\$417,850	M: Lambert; 2 nd : Hanish; unanimous	
14	Capital/Bonding	\$395,000	M: Schneider; 2 nd : Sims; unanimous	Includes bonding to complete Fire Station and Library projects, as well as to \$145k for roads
15	Capital Improvements	\$892,858	M: Lambert; 2 nd : Hanish; unanimous	
16	Solid Waste	\$323,665	M: Sims; 2 nd : Lambert; unanimous	
17	Regional Assessments	\$49,000	M: Lambert; 2 nd : Schneider; unanimous	Amount for Cobbosse Watershed (\$24k) is a placeholder as the district has not yet completed its budget process. Dyer does not expect the final number to be materially different, however.
18	Kennebec County Taxes	\$310,000	M: Hanish; 2 nd : Lambert; unanimous	Tolman reminded Members that this number is a placeholder.
19	Debt Service	\$125,224	M: Schneider; 2 nd : Sims; unanimous	
20	Local Tax Relief	\$10,000	M: Sims; 2 nd : Lambert; unanimous	
21	Kennebec Behavioral Health	\$1,000	M: Lambert; 2 nd : Schneider; unanimous	
22	Central ME Area Agency on Aging	\$1,513	M: Schneider; 2 nd : Lambert; unanimous	
23	Family Violence	\$1,250	M: Sims; 2 nd : Lambert; unanimous	
24	Courtesy Boat Inspection	\$2,362	M: Hanish; 2 nd : Schneider; unanimous	
25	Sexual Assault Agency	\$910	M: Sims; 2 nd : Lambert; unanimous	
26	30 Mile River Assoc	\$2,500	M: Schneider; 2 nd : Lambert; unanimous	
27	Union Meeting House	\$5,000	M: Sims; 2 nd : Lambert; unanimous	
28	Blizzard Busters Snowmobile Club	\$1,569	M: Hanish; 2 nd : Lambert; unanimous	
30	General Assistance	\$10,000	M: Schneider; 2 nd : Lambert; unanimous	This item was taken out of order
29	Unclassified	\$70,000	M: Schneider; 2 nd : Lambert; unanimous	
31	Authorization to expend grant revenues	n/a	M: Schneider; 2 nd : Hanish; unanimous	
32	Acceptance of Estimated Tax Revenues	\$1,972,618	M: Lambert; 2 nd : Hanish; unanimous	
33	Appropriation of Designated Funds	\$138,270	M: Hanish; 2 nd : Schneider; unanimous	
34	Authorize Use of Unassigned Fund Balance	\$25,000	M: Schneider; 2 nd : Hanish; unanimous	This item authorizes the use of certain fund balances to cover unanticipated contingencies
35	Appropriation of Unassigned Fund	\$225,000	M: Schneider; 2 nd : Lambert; unanimous	This allows use of unassigned fund balances to reduce the

	Balances			overall tax commitment
36	Transfer of funds from Cemeteries Operating to Capital Reserve Fund	\$10,000	M: Schneider; 2 nd : Lambert; unanimous	As this item involves only a transfer of monies from an operating to capital reserve fund, it does not strictly require a Committee vote. However, the Committee supports this transfer.

With 36 articles reviewed and approved, the Committee had completed its consideration of the draft Warrant.

There was a brief discussion of certain other articles that will appear on the Warrant. Lambert provided the Committee with an update on the RSU budget, which is not yet completed. She reported that while the availability of new funds under the American Rescue Plan Act can be used to offset some expenses, it is still likely that Readfield's share of the RSU budget could increase on the order of 4-5%.

There being no other business, the meeting adjourned at 7:15 pm.

Respectfully submitted,
/ejs/

READFIELD COMMUNITY LIBRARY
BOARD OF TRUSTEES MEETING
APRIL 7, 2021

The meeting was called to order at 6:35 (via Zoom) by Chair Pam Mitchell.
Trustees present were: Pam Mitchell, Sonya Clark, Deb Peale, Brenda Lake, Jan Tarbuck,
Maureen Kinder, Pat Clark, Betty Peterson and Librarian Melissa Small.
Excused: Jennifer Bonnefond

Secretary's Report: March minutes were approved.

Treasurer's Report: A couple of items were discussed and then approved.

Librarian's Report:

- Maine Library Association Annual Conference: Melissa and Pat will present a presentation about our Story Walk project on May 24, 2:00 pm via Zoom.
- Network Upgrades: Upgrades may be possible. Melissa is checking into this.
- State Park Pass: We will be offering a State Park Pass again this year.
- Recent donations: 3 signed books by author Susan Richards ("Chosen by a Horse, Chosen Forever, Saddled"); I signed copy of "Deadly Turn" by author Sandra Neily; cardstock and paper for crafts from Cricket B.; spinning wheel from a patron which we will raffle this spring and summer.
- Leftover books from Book Sale: looking into places to send them.
- Coronavirus-related Issues: MSL is switching quarantine period from 72 hours to 24 hours. Board agreed to this. We will eliminate disposable gloves for browsing but push hand sanitizer upon entry. Board approved this. Number of patrons in library, right now it is one patron or family, we will revisit this in May.
- General updates: Work is continuing to fix what is needed at the Library. A sub committee was formed to evaluate best way to utilize the upstairs rooms.
- Story Walk Grant: This project is coming along. Melissa is advertising for "Sponsor-A-Book" for the story walk. We have 6 sponsors already. Date for Grand Opening for this event will be late May or early June.
- Programming/Event Statistics for March: Zoom story time met 5 times averaging about 10 attendees; Writers Group informational meeting with 6 attendees; March Book Group & Author Q & A with 16 attendees.
- New Library Cards for March -5
- Facebook Followers: 395 followers at the end of March
- Curbside Service: 43 for March
- April and May events: Writers Group continues to meet twice a month; Story Time continues by Zoom in April and may change to Town Beach in May; 2nd Annual Poetry Share by Zoom on Wednesday April 21 at 7:00 pm.; Book Club on Monday, April 26 at 6:30 by Zoom. The book for April is "The Silent Patient" by Alex Michaelides.
- Summer Events: Discussion tabled till May.

APPOINTMENTS,
REAPPOINTMENTS, &
RESIGNATIONS

(Additional) Appointments for 2021 Ballot & Election Clerk:

Ballot clerks are appointed for each municipal election and Election clerks are appointed every two years on the even number year for federal, state, and county elections.

<u>DEMOCRATS</u>	<u>Date</u>	<u>REPUBLICANS</u>	<u>Date</u>
_____		Thelma Parks	_____
_____			_____
_____			_____
_____			_____
_____			_____

Select Board of Readfield - Appointed June 7, 2021

Bruce Bourgoine

Ralph Eno, Jr.

Dennis Price

Christine Sammons

Kathryn Mills Woodsum

TOWN OATH

I, Kristin Parks, hereby certify that the above clerks by signing this page personally appeared before me and took the following oath:

I, _____, do swear that I will support the Constitution of the United States and of the State, so long as I shall continue a citizen thereof.

I, _____, do swear that I will faithfully discharge to the best of my abilities, the duties incumbent on me as Ballot and Election Clerk according to the Constitution and laws of the State. So help me God.

Before me, **Kristin Parks**, Interim Town Clerk

RESERVED

OLD BUSINESS



TOWN OF READFIELD – Town Manager

8 OLD KENTS HILL ROAD, READFIELD, MAINE 04355

Office (207) 685-4939 • Cell (207) 242-5437

Email: manager@readfieldmaine.org

Date: June 5, 2021
To: Readfield Select Board, Road Committee, Deputy Road Commissioner
From: Eric Dyer, Town Manager, Road Commissioner
Subject: 2021 Winter Roads Maintenance RFP Process

Background:

Cushing Construction has provided winter roads maintenance services for the past five years under a four-year contract with a one-year extension, which expired on May 1 of 2021. A process was initiated in the fall of 2020 to revise the existing contract and issue a new Request for Proposals (RFP) to provide winter road maintenance services.

- The new RFP was issued with a submittal deadline of April 15, 2021 and a pre-bid meeting on March 25, 2021
 - We had two prospective bidders attend a pre-bid meeting, John Cushing and Cote Lyons
 - We received no proposals as of the submittal deadline
- The previous RFP process was continued with a new deadline of May 13, 2021 and a pre-bid Meeting on May 6, 2021
 - The requirement for a bid bond was removed and some adjustments were made to the contract language
 - We had no participants at the pre-bid meeting
 - After the scheduled pre-bid meeting on May 6th we received an informal proposal from Cushing Construction, which was held in confidence
 - We received no formal proposals as of the May 13th deadline
- Following consultation with legal counsel we entered a period of open solicitation where we encouraged interested parties to submit proposals that might not meet the strict requirements of the original RFP on a single or multi-year basis, but would provide the needed service to the residents of Readfield
 - A submittal deadline of May 31, 2021 was established
 - We received one proposal from Cushing Construction on May 21st, which was reviewed on the 31st by the Road Commissioner and Deputy Road Commissioner
 - That proposal has been kept confidential given the nature of the RFP process and of the submittal, which consisted of a one-page letter

Recommendation:

It is recommended that the Road Commissioner and Deputy Road Commissioner be authorized, along with a representative from both the Road Committee and Select Board if desired, to negotiate with Cushing Construction to provide winter road maintenance services. It is further recommended that this contract be awarded to Cushing Construction if services can be provided at a reasonable cost and sufficient level of service to meet the needs of our residents. If a reasonable level of service or cost cannot be reached it is recommended that the Town issue another RFP, expand the search for a qualified contractor, and consider other changes to the structure and content of the proposed contract.

RESERVED

NEW BUSINESS

Considerations for Leveraging Existing Charter Franchise Agreement

Institutional Network

Provides for 5 sites to receive up to 10Mbps each which was the highest speed available at the time of Franchise execution date.

Questions:

1. How many town sites are connected by Spectrum at this time?
2. Town Office
3. Maranacook campus
4. Readfield Library
5. Readfield Elementary
6. Other site of Town's choosing

22. INSTITUTIONAL NETWORK

22.1 Institutional Network.

- a. No later than six months after the upgrade of the cable system to 550 MHz Company will provide to the Town five high speed (up to 10 mps) data connections for exclusive use by the Town. Said I-Net shall be capable of video, audio, text and data transmission and shall be capable of transmitting *inter alia* electronic mail, energy management monitoring, building security information, fire detection and government training.
- b. Company shall provide, free of charge, an activated I-Net drop to five cable accessible sites, including the town office, the Maranacook campus, the Readfield library, Readfield Elementary School and one other site chosen by the Town.
- c. In the event of a renovation or construction of any Town or school-owned building that is on the I-Net, Company will supply the materials required for the internal wiring and external wiring in any open conduits.
- d. Company shall provide from time-to-time and free of charge technical consulting service to interested Town departments concerning operation and use of the I-Net.

Reports

1. The town can request line extension historical data by year
2. Total serviceable homes passed
3. This will assist with assessing the provision that provides the town the option to request extension of service in areas that do not meet density requirements

29.3 Other Reports. In addition to the reports herein elsewhere required, Grantor shall have the right to require the submission of such other reports as it deems necessary to review Company compliance with the terms of the Franchise Agreement.

f. A specific description of any line extensions in the Town in the prior calendar year, including street names, distances, and start/end points, as well as a description of any projected line extensions planned for the coming year (which projections shall not be binding on Company).

g. Total homes passed in the Town and density measured in miles of plant divided by homes passed as of December 31 of the prior year.

Revocation

Although the least desirable option to exercise, the Revocation and fine language does provide leverage

1. Applies to the two sections above
2. Applies to town elected line extension requests
3. Applies to the subscriber contribution provision for areas under the minimum density

13.2 Revocation. In addition to all other rights and powers of Grantor by virtue of this Franchise Agreement, Grantor may revoke this Franchise Agreement and all rights and privileges of Company hereunder in the event Company either:

(i) Violates any material provision of this Franchise Agreement or ~~any rule, order or determination of Grantor made pursuant~~ hereto where such violation remains for a period of thirty days following notice to Company by Grantor that such violation is deemed to exist; or

(ii) Attempts to evade any material provision of this Franchise Agreement or practices any fraud or deceit upon Grantor;

(iii) Accumulates, within any period of six consecutive months, penalties imposed under this Franchise Agreement, in the aggregate amount of (a) \$6000 for failure to comply with its obligations under section 17.3.3 and/or failure to complete ~~construction; or (b) \$15,000 for failure to install new technology~~ pursuant to 30.0 below; or (c) \$3000 for failure to perform any of its other obligations hereunder;

(iv) Has a petition under the Bankruptcy Code filed by or against it, and the Company fails to have the petition dismissed within 120 days;

(v) Continuously or repeatedly violates any provisions of this Franchise Agreement or any orders or rulings of any regulatory body having jurisdiction over Company; or



<i>MaineDOT use only</i>	
AMS ID:	_____
CSN:	_____
PROGRAM:	Multimodal Program

MAINE DEPARTMENT OF TRANSPORTATION
Agreement for a Federal-aid Locally Administered Project
 With the
Town of Readfield
 Regarding
Church Road Sidewalk Project

<i>For MaineDOT Use Only - Payable</i>	
Total Agreement Amount: \$45,000.00	Federal Authorization Date: 05/18/2021
Federal Share: \$36,000.00	Federal Project #: 2511300
State Share: \$0.00	MaineDOT WIN: 025113.00
Local Share: \$9,000.00	Municipality's Vendor ID: VC1000075147
Effective Date: _____	Municipality's DUNS #: 959264623
Expiration Date: 12/31/2026	CFDA #: 20.205 Highway Planning and Construction

This subaward agreement for a federal-aid project is entered into by the State of Maine Department of Transportation (**MaineDOT**) with its headquarters at 24 Child Street in Augusta, Maine, and the Town of Readfield (the **Municipality**) with its principal offices at 8 Old Kents Hill Road in Readfield, Maine, which jointly shall be referred to as the **Parties**.

RECITALS

- A. This agreement shall apply to engineering design, environmental review and right-of-way work for a new sidewalk along Church Road, starting at Main Street (Route 17) and extending north approximately 1,700 feet (0.32 mile) to the fairgrounds recreational complex (the **Project**); and
- B. The Municipality was awarded federal funding from the MaineDOT for the Project to be placed in the MaineDOT Work Plan for calendar years 2021-2023; and
- C. The Municipality, unless otherwise specified in this agreement, shall be responsible for carrying out all stages of the Project as a Locally Administered Project (LAP), subject to oversight from MaineDOT under Title 23 USC §106(g)(4) to ensure that all requirements of this agreement are met.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing statements, the Parties agree to the following:

APPENDICES

- Federal Funding Accountability and Transparency Act Form (signature required).
- Federal Title VI Assurances (signature required).
- Award letter dated Jan. 26, 2021.

ROLES AND RESPONSIBILITIES

1. **ROLE OF MUNICIPALITY.** The Municipality shall assign a full-time employee with appropriate qualifications and Local Project Administration (LPA) certification from MaineDOT to be responsible for the Project. This local project administrator shall abide by the latest edition of MaineDOT's Local Project Administration Manual & Resource Guide (LPA Manual). If this certified administrator ceases to oversee the Project, the Municipality shall notify MaineDOT.
 - Local Project Administrator: Eric Dyer, Town Manager (certified through 6/30/25)
Email: manager@readfieldmaine.org
Phone: (207) 685-4939 (office); (207) 242-5437 (cell)
2. **ROLE OF MAINEDOT.** MaineDOT will assign a Project Manager to carry out the State of Maine's responsibilities. The Project Manager or designee will have the authority to request design changes to meet applicable laws, regulations and design standards; accept and reject invoices; inspect construction activities; and take all other action to assure the proper performance of this agreement.
 - Project Manager: Brian Keezer, Multimodal Program
Email: Brian.Keezer@maine.gov
Phone: (207) 624-

FINANCIAL OBLIGATIONS

1. **AUTHORIZATION.** The Municipality shall not begin reimbursable work on the Project until MaineDOT executes this agreement and gives the Municipality written notice to proceed.
2. **PROJECT COST.** MaineDOT approved a total of **\$45,000.00** to cover the scope of work described on the previous page (Project Cost), which the Parties shall share at the percentages set out below.
 - A. **FEDERAL SHARE.** MaineDOT, using funding from the Federal Highway Administration (FHWA), will share in the Project Cost at the rate of 80 percent, up to **\$36,000.00**.
 - B. **LOCAL MATCH.** The Municipality shall share in the Project Cost at the rate of 20 percent, for an estimated local match of **\$9,000.00** that is not from other federally assisted programs. Additionally, the Municipality shall be responsible in full for:
 - i. All costs exceeding the estimated Project Cost, unless otherwise agreed upon by the Parties through an executed modification to this agreement;
 - ii. All costs incurred before the effective date of this agreement; and
 - iii. All costs that MaineDOT or the FHWA deems ineligible for federal participation.
3. **FINANCIAL UPDATES.** MaineDOT's Project Manager will review the estimated Project Cost with the Municipality at Plan Impacts Complete and at final Plans, Specifications & Estimate (PS&E).
4. **LOCAL COMMITMENT.** Upon receiving an updated estimate from MaineDOT, the Municipality shall provide MaineDOT's Project Manager with one of the following:
 - A. A statement acknowledging the estimate and affirming its commitment to the Project; or
 - B. A request to withdraw the Project and reimburse MaineDOT for all costs incurred.

5. **REIMBURSEMENT.** The Municipality shall submit progress invoices to MaineDOT for the federal share of costs incurred, no less frequently than every six months, as follows:
 - A. Each invoice shall be modeled after *Letter 4* from the LPA Manual.
 - B. Each invoice shall include a progress report for the service period of the invoice.
 - C. Each invoice shall include enough backup to satisfy the MaineDOT Project Manager.
 - D. Each invoice shall show MaineDOT's and the Municipality's portions of Project costs, including a running total of costs invoiced to date.
 - E. The Municipality must certify that amounts claimed are correct and not claimed previously.
 - F. If the Municipality fails to submit invoices at least every six months, MaineDOT may hold the Municipality in default, as defined in the "Default and Termination" section of this agreement.
 - G. Upon completion of the Project and payment in full of all contracted parties, the Municipality shall submit to MaineDOT a final invoice modeled after *Letter 20* from the LPA Manual. Payment of the invoice shall be contingent on a passing inspection of the Project by MaineDOT and receipt by MaineDOT of a completed Consultant Evaluation from the Municipality.
6. **TERM.** The Municipality shall complete all engineering design, right-of-way, construction, and construction administration work and submit a final invoice to MaineDOT by **December 31, 2026**. The Municipality shall submit any request for a time extension to the MaineDOT Project Manager in writing before this expiration date.
7. **MAINE DOT COSTS.** MaineDOT will charge to the Project costs incurred for services performed on the Project. The Municipality shall share in these costs commensurate with its share percentage of the Project. At a minimum, MaineDOT will reconcile these costs upon completion of the Project and deduct the Municipality's share percentage from the final invoice payment under section 3G above.
8. **REPAYMENT.** If the Municipality withdraws from the Project, the Municipality shall refund all progress payments from MaineDOT and reimburse MaineDOT for all costs incurred on the Project, within 30 days of receipt of an invoice from MaineDOT for the same.
9. **SET-OFF RIGHTS.** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but shall not be limited to, the State of Maine's option to withhold for the purposes of set-off any money due to the Municipality under a specific project contract up to any amounts owed to MaineDOT regarding this agreement, and any other agreement/contract with any state department or agency, including any agreement/contract for a term commencing before the term of this agreement. MaineDOT shall exercise its set-off rights in accordance with standard state practices including, in cases of set-off pursuant to an audit, the finalization of the audit. *MaineDOT reserves the right to withhold or reduce Local Road Assistance payments to the Municipality for purposes of set-off to recover any amount owed.*
10. **APPROPRIATION OF FUNDS.** The Municipality acknowledges and agrees that, although the execution of this agreement manifests MaineDOT's intent to honor its terms and to seek funding to fulfill MaineDOT's obligations arising hereunder, such obligations by law are subject to available budgetary appropriations by the Federal Government and the Maine Legislature. This agreement creates no obligation on behalf of MaineDOT that exceeds such appropriations.

PROJECT DEVELOPMENT

1. **KICKOFF.** The Parties shall hold a Project Kickoff meeting upon execution of this agreement.
2. **PROGRESS UPDATES.** The Municipality shall provide MaineDOT with written progress updates upon request. If the Municipality fails to respond to repeated requests for such updates, MaineDOT reserves the right to declare the Municipality to be in default of this agreement, as defined in the “Default and Termination” section, starting on page 9 of this agreement.
3. **HIRING CONSULTANTS.** If the Municipality intends to hire a consultant using funds from MaineDOT, the Municipality shall use a qualifications-based selection in accordance with 23 CFR part 172 and Chapter 2 of the LPA Manual, “Hiring Consultants,” as set out below.
 - A. Using price as a ranking factor shall make consultant work ineligible for reimbursement.
 - B. The Municipality shall obtain MaineDOT’s written approval of any contract or contract modification. Work performed without such approval shall be ineligible for reimbursement.
 - C. Applicable provisions of MaineDOT’s Consultant General Conditions shall govern such work.
 - D. The Municipality shall fill out a standard Consultant Evaluation Form upon completion of its contract with any consultant. A copy of the completed form shall be provided to MaineDOT.
4. **SURVEY.** MaineDOT will perform survey work on the state highway system that is necessary to develop an Existing Conditions Plan, including property delineation and determination of existing right of way. Any exception must be approved by MaineDOT in writing.
5. **RIGHT-OF-WAY.** The Parties will coordinate acquisition of rights-of-way, if necessary, as follows:
 - A. MaineDOT will lead the right-of-way process when the Project is on the state highway system.
 - B. The Municipality shall lead the right-of-way process when the Project is off the state highway system. In carrying out the right-of-way process, the Municipality shall:
 - i. Contract with an appraiser and a review appraiser listed on MaineDOT’s Appraisal Register or otherwise approved by MaineDOT as qualified to perform the work;
 - ii. Abide by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the Uniform Act);
 - iii. Follow the standards set out in the MaineDOT *Right of Way Manual*; and
 - iv. Provide MaineDOT with a certification modeled after *Letter 14* from the LPA Manual.
 - C. MaineDOT will participate in right-of-way costs eligible for such participation up to the official Determination of Just Compensation. MaineDOT’s participation in any settlement amount exceeding the Determination of Just Compensation amount shall require MaineDOT’s approval. If applicable, the Municipality shall be responsible for all court costs associated with appeals of unsettled parcels to Superior Court.
 - D. When a Project is located both on and off the state highway system:
 - i. One certified appraiser shall complete the appraisals for all parcels.
 - ii. MaineDOT will acquire the necessary rights located on the state highway system.
 - iii. The Municipality shall acquire the necessary rights located off the highway state system.

- iv. Negotiations with property owners will be conducted by MaineDOT for rights located on the state system and by the Municipality for rights located off the state system.
 - E. The Municipality shall dedicate to the Project for public use any municipal property needed for the Project into perpetuity.
6. **DESIGN.** The Municipality, in coordination with its contracted consultant if applicable, shall be responsible for preparing all design plans, specifications, estimates and contract documents for the Project, in accordance with all applicable engineering standards, laws and regulatory requirements.
 - A. The Municipality shall submit the following to MaineDOT for review and comment:
 - i. Preliminary design report;
 - ii. Design plan impacts (if acquisition of rights-of-way will be required); and
 - iii. Final plans, specifications and estimate package (PS&E).
 - B. The bid documents for the Project shall reference MaineDOT's *Standard Specifications* and contain all applicable special provisions and federal requirements, as set out in Chapter 7 of the LPA Manual, "Final PS&E Package."
 - C. Electronic design files provided for the use of MaineDOT staff shall conform to MaineDOT's policy on electronic exchange of CADD data: <http://www.maine.gov/mdot/caddsupport/>
 - D. MaineDOT will enforce all laws, regulations, engineering standards and specifications that apply to the Project and will require changes if they are not met.
 - E. MaineDOT will give the Municipality written construction authorization once MaineDOT accepts the final PS&E package as complete. Receipt of such authorization shall not relieve the Municipality and its consultant, if applicable, of responsibility for meeting all engineering standards and regulatory requirements that apply to the Project.
7. **PUBLIC PARTICIPATION.** The Municipality shall hold a public participation process for the Project that is appropriate for the scope of work and acceptable to MaineDOT's Project Manager. The Municipality shall provide MaineDOT with a public process certification that is modeled after *Letter 10* from the LPA Manual, as part of the Project's environmental package.
8. **NEPA PROCESS.** MaineDOT will lead the National Environmental Policy Act (NEPA) compliance process for the Project. The Municipality shall provide MaineDOT with signed *Letter 11* from the LPA Manual and the completed NEPA Documentation Checklist to assist with this work.
9. **PERMITS.** Upon obtaining all approvals, permits and licenses for the Project, the Municipality shall provide MaineDOT with a signed environmental certification modeled after *Letter 12* from the LPA Manual, as part of the final PS&E package for the Project.
10. **UTILITY/RAILROAD COORDINATION.** The Municipality shall identify all utilities and any railroad affected by the Project and shall coordinate all required facility relocations. Upon completion of such utility/railroad coordination, the Municipality shall provide MaineDOT with a utility certification modeled after *Communication 13* from the LPA Manual, as part of the final PS&E package for the Project.

11. FORCE ACCOUNT. If the Municipality intends to construct the Project with municipal labor or materials, it shall obtain written authorization from MaineDOT to use a force-account process.
12. BIDDING THE PROJECT. Unless MaineDOT approves otherwise in writing, the Municipality shall use competitive bidding to hire a construction contractor upon receiving written authorization from MaineDOT. The bid process shall follow the procedures in MaineDOT's *Standard Specifications* (March 2020 Edition), Section 102, "Bidding." *Advertising without authorization from MaineDOT shall make the Project ineligible for federal funding.*
13. AWARDING A CONTRACT. Upon receiving written approval from MaineDOT, the Municipality shall award a contract to the lowest responsive/responsible bidder in accordance with MaineDOT's *Standard Specifications* (March 2020 Edition), Section 103, "Award and Contracting." The Municipality shall administer the contract for the duration of the Project.
14. CONSTRUCTION ADMINISTRATION. During construction, the Municipality shall:
 - A. Hold a pre-construction meeting with notice of at least 5 working days with representatives of MaineDOT, the contractor, utilities and other parties involved in or affected by the work;
 - B. Provide a Project Resident to document and inspect the work who is either a qualified municipal employee or a consultant hired through a qualifications-based selection method;
 - C. Provide a paving inspector and a concrete technician with appropriate certifications to be on site for paving and concrete work. *(This may be the same person, if appropriately certified.)*
 - D. Coordinate materials testing necessary to comply with the Minimum Testing Requirements that MaineDOT establishes for the Project, as follows:
 - i. An independent, accredited laboratory shall be used to test all aggregates;
 - ii. Concrete and hot-mix asphalt pavement shall be tested at the closest MaineDOT lab.
 - E. Submit proposed contract modifications to MaineDOT for review and concurrence. MaineDOT reserves the right to deny reimbursement to the Municipality for work performed under a modification executed without MaineDOT's concurrence; and
 - F. Provide MaineDOT with revised as-built plans for the completed Project, if applicable.
15. FINAL INSPECTION. MaineDOT will inspect the completed Project for compliance with the design plans, specifications and provisions of the construction contract. MaineDOT reserves the right not to reimburse the Municipality for work determined to be out of such compliance.

MAINTENANCE

As a condition of receiving federal-aid funding, the Municipality shall maintain the sidewalk upon completion of construction for the duration of its useful design life, as determined by generally accepted engineering standards. Maintenance shall consist of general upkeep and repairs necessary to preserve year-round public access, including for persons with disabilities, with only isolated or temporary interruptions in such accessibility. This maintenance obligation shall include reasonable snow removal efforts, in accordance with the requirements of 23 USC §116 and 28 CFR §35.133. *This Maintenance section shall survive the expiration of this agreement.*

PROJECT RECORDS

1. **PROJECT RECORDS.** Project Records, whether printed or electronic, shall include all plans, specifications, contracts, reports, notes, or other documents prepared by or for the Municipality (Project Records). The Municipality shall retain all Project Records for at least **3 years** from the date of MaineDOT's acceptance of the final invoice for the Project or the termination of this agreement, whichever is sooner. If any litigation, claim, negotiation or audit has begun before the end of this retention period, all Project Records shall be kept at least until all related issues are resolved.
2. **ACCESS.** The Municipality and any contracted party working on its behalf shall allow representatives of the Federal Government and the State of Maine to inspect and audit Project Records. Copies shall be furnished at no cost to the federal or state agencies requesting them.
3. **AUDITS.** Project audits comply with Title 2 of the Code of Federal Regulations, Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
4. *This section shall survive the termination or expiration of this Agreement.*

GENERAL PROVISIONS

1. **GOVERNING LAW.** The Parties shall comply with applicable federal, state and local laws, regulations, executive orders and ordinances including, but not limited to, the provisions of Title 23 of the Maine Revised Statutes Annotated (MRSA), Title 23 in the United States Code for statutory law, and Title 23 in the Code of Federal Regulations (CFR) for administrative law.
2. **INDEMNIFICATION.** To the extent allowed by law, the Municipality shall indemnify, defend and hold harmless MaineDOT, its officers, agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the Municipality, its officers, employees, agents, consultants or contractors. Nothing herein shall waive any defense, immunity or limitation of liability available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or other privileges or immunities provided by law. *This section shall survive the termination or expiration of this agreement.*
3. **CONFIDENTIALITY.** The Municipality shall protect the confidentiality of right-of-way negotiations, property appraisals, and engineering estimates of the construction cost to the extent required by 23 M.R.S. §63, "Confidentiality of Records."
4. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this agreement:
 - A. The Municipality shall not discriminate against any employee or applicant for employment relating to this agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to an actual occupational qualification. The Municipality shall take affirmative action to assure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. The Municipality agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this section.
 - B. The Municipality – in all solicitations or advertising for employees placed by or on behalf of the Municipality relating to this agreement – shall state that all qualified applicants shall

receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

C. The Municipality shall cause the foregoing provisions to be inserted into any contract for work covered by this agreement so that such provisions shall be binding upon each contractor, except for contracts or subcontracts for standard commercial supplies or raw materials.

5. **INDEPENDENT CAPACITY.** The Municipality, its employees, agents, representatives, consultants and contractors shall not act as officers, employees or agents of MaineDOT.
6. **FLOW DOWN.** Contracts between the Municipality and all third parties shall contain or incorporate by reference applicable provisions of this agreement.
7. **BINDING EFFECT.** The Parties shall be bound by the terms of this agreement, which shall apply to its executors, their successors, administrators and legal representatives.
8. **ENTIRE AGREEMENT.** This document represents the entire agreement between the Parties. Neither MaineDOT nor the Municipality shall be bound by any statement, correspondence, agreement or representation not expressly contained in this agreement.

CONFLICTS OF INTEREST

1. No officer, employee or agent of the Municipality with a financial or other personal interest in any contract or subcontract for the Project shall participate in the selection, award or administration of any such contract or subcontract.
2. No professional performing services for the Municipality on the Project shall have a financial or other personal interest in any contract or subcontract for the Project, other than the person's employment or retention by the Municipality. No officer or employee of any professional performing services for the Municipality on the Project shall have a financial or other personal interest in real property acquired for the Project, unless the interest is openly disclosed, and such officer or employee has not participated in acquisition for and on behalf of the Municipality.
3. No person or entity entering into a contract for services for the Project shall have a financial or other interest in the Project or in its outcome, other than the performance of the contract. This prohibition covers the following:
 - A. Any agreement with, or other interest involving, third parties having an interest in the outcome of the Project that is the subject to the contract; and
 - B. Any agreement providing incentives or guarantees of future work on the Project or related matters; and
 - C. Any interest in real property acquired for the Project unless such real property interest is disclosed before the person or entity enters into the contract.

THIRD-PARTY CERTIFICATION

By signing this Agreement, the Municipality certifies that if it contracts with an entity, the Municipality shall require that entity and its principles to certify that they:

1. Have not within the 3 years preceding the date of such a contract been convicted of a crime or had a civil judgment rendered against them regarding obtaining, attempting to obtain, or performing a

federal, state or local public transaction or contract under a public transaction; violation of antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

2. Are not indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in this section; and
3. Have not within a 3-year period preceding this agreement had one or more federal, state or local public transactions terminated for cause or default.

DEBARMENT

1. By signing this agreement, the Municipality certifies to the best of its knowledge and belief that it and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency. If the Municipality cannot certify to this statement, it shall attach an explanation to this Agreement. For the term of this agreement, the Municipality shall notify MaineDOT promptly if it or its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
2. The Municipality agrees that it shall not hire a consultant or contractor who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

LOBBYING

By signing this agreement, the undersigned municipal representative certifies that:

1. No federal funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, concerning the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress concerning this federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Municipality shall require the language of this certification to be included in the award documents for all sub-awards and that all sub-recipients shall certify and disclose accordingly.

DEFAULT AND TERMINATION

1. DEFAULT. MaineDOT reserves the right to send the Municipality a written Notice of Default if the Municipality commits any of the following:
 - A. Withdraws its support for the Project, resulting in cancellation of the Project;
 - B. Does not respond to repeated requests for progress updates from MaineDOT;

- C. Fails to put the project out to bid within 3 years of the execution date of this agreement without receiving an extension in writing from MaineDOT;
 - D. Takes any action that makes the Project ineligible for federal funding;
 - E. Uses Project funds for a purpose not authorized by this agreement;
 - F. Misrepresents or falsifies any claim for reimbursement;
 - G. Fails to meet the standards of performance outlined in this agreement.
2. **TERMINATION FOR CAUSE.** MaineDOT will have just cause to terminate this agreement in the event of default by the Municipality, as defined above. MaineDOT will afford the Municipality a cure period of 14 calendar days, effective on the Municipality's receipt of Notice of Default. If the Municipality fails to address all defaults within this cure period or any longer period as MaineDOT may authorize, MaineDOT may terminate this agreement for cause, with these conditions:
- A. MaineDOT will recover from the Municipality all reimbursements and MaineDOT's internal costs for work on the terminated Project.
 - B. The Municipality shall forfeit all federal funds remaining in the terminated Project.
3. **TERMINATION FOR CONVENIENCE.** The Parties may terminate this agreement for convenience by mutual consent for any reason not defined as "default." MaineDOT, at its sole discretion, may reimburse the Municipality for eligible work performed on the Project until the effective termination date. The Municipality's share of MaineDOT's internal costs for work on the Project shall be deducted from the final invoice amount owed to the Municipality.

AGREEMENT APPROVAL

The Municipality's undersigned representative assures that the Municipality's legislative body has approved the Municipality's entry into this agreement, has appropriated or authorized use of required matching funds, and has authorized the representative to sign this agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this agreement effective on the date last signed below.

Town of Readfield

Maine Department of Transportation

By: _____
Eric Dyer, Town Manager *

By: _____
Richard J. Crawford, P.E., Director *
 Bureau of Project Development

Date: _____

Date: _____

** Pursuant to 10 M.R.S.A. §9502, et seq., I certify that the foregoing electronic signature: (a) is intended to have the same force as my manual signature, (b) is unique to myself, (c) is capable of verification, (d) is under my sole control, and (e) is linked to data in such a manner that it is invalidated if the data are changed.*

Federal Funding Accountability and Transparency Act

The **Town of Readfield** and its contractors may be subject to the provisions of the Federal Funding Accountability and Transparency Act of 2006 as amended and any regulations, policies, procedures and guidance documents adopted pursuant thereto or in connection therewith.

If the Federal portion of the Project exceeds \$25,000, an authorized representative from the Municipality shall sign this document under (B) below and return it with the Project Agreement. Additionally, the Municipality shall provide the following information, if applicable:

A) The total compensation and names of the top five officers if:

- More than 80% of the Municipality's annual gross revenues are from the U.S. Federal Government; and
- Those revenues are greater than \$25 million annually; and
- Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

B) Legal name and DUNS[®] number on file with the Central Contractor Registration (CCR):

Town of Readfield, Maine

959264623

Sign and Print Legal CCR Name

DUNS[®] Number

Authorized Representative: _____

Eric Dyer, Town Manager

U.S. Department of Transportation (USDOT)

Federal Highway Administration – Standard Title VI / Nondiscrimination Assurances

DOT Order No. 1050.2A

The **Town of Readfield** (the Recipient) **AGREES THAT**, as a condition of receiving Federal financial assistance from the U.S. Department of Transportation (USDOT) through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), which prohibits discrimination based on race, color, national origin;
- 49 C.F.R. Part 21 (entitled Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory citations are referred to hereinafter as the "Acts" and "Regulations" respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to assure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from the USDOT, including the FHWA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other nondiscrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted Federal-aid Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (regarding an "activity facilitated, or will be (regarding a "facility operated, or will be (regarding a "program conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made regarding all Federal-Aid Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Town of Readfield, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively assure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. **The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.**
4. If applicable, the Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. If applicable, the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement regarding any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Town of Readfield also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA and USDOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA and USDOT. You must keep records, reports, and submit the material for review upon request to the FHWA and USDOT, or their designees, in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Town of Readfield gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal and Federal financial assistance extended after the date hereof to the recipients by the USDOT under the Federal-Aid Highway Program. This ASSURANCE is binding on the State of Maine, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Town of Readfield

By: _____
Eric Dyer, Town Manager

DATED: _____

Encl.: Appendices A and E

APPENDIX A TO THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, regarding the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA**, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will act with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E TO THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal programs and projects);
- Federal Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination based on sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 et seq.), as amended, (prohibits discrimination based on disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et seq.), (prohibits discrimination based on age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination based on race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which assures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To assure compliance with Title VI, you must take reasonable steps to assure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating of sex in education programs or activities (20 U.S.C. 1681 et seq.).



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

January 26, 2021

Eric Dyer
Town Manager
Town of Readfield, Maine
8 Old Kents Hill Rd.
Readfield, Maine 04355

RE: Readfield – Church Road Sidewalk

Dear Mr. Dyer:

The Maine Department of Transportation (MaineDOT) is pleased to inform you that your community's funding for a pedestrian safety project has been approved, and your community has been selected to receive federal funding assistance at this time for **FACILITY DESIGN and PRELIMINARY RIGHT-OF-WAY** activity on your project.

Your community's project has been included in the MaineDOT 2021-22-23 Capital Work Plan, pending final authorization of federal funds. MaineDOT has currently programmed up to **\$36,000.00** in federal highway safety funding for design and construction work on the project, contingent upon the minimum required local match of **\$9,000.00**. The funding amounts approved were based on the preliminary estimates for those improvements identified as part what you provided to the Department as part of your application and MaineDOT's internal discussions – though after review, MaineDOT may have adjusted these amounts.

Projects funded for **Design and ROW Only** are considered "approved projects," so your community will not need to reapply for construction funding once the project has moved through design and permitting and is ready for construction. However, future funding for construction will be contingent upon:



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

1. your community moving the project expeditiously through the design process
2. the availability of future federal and/or state funding

AND

3. documented commitment to your minimum required local match for the construction costs

Currently, MaineDOT plans to have the Town of Readfield manage this project. Please confirm that your municipality would like to administer the project at the local level. Requirements for federally funded locally administered projects may be found on the MaineDOT website: <http://www.maine.gov/mdot/lpa/>. Please keep in mind that MaineDOT staff time required to review project plans is part of the costs that will come out of the project funding. Furthermore, please note that funding for this project, including future construction funds, is contingent upon MaineDOT receiving adequate federal funding to support it, and MaineDOT reserves the right to withdraw funds from this project for any reason.

I would like to emphasize that your municipality should not authorize any engineering work or expend any funds on this project (including local match funding) before receiving notice that funds are authorized, and you have signed a **Local Project Agreement** with the MaineDOT. All expenditures made before an agreement is in place and MaineDOT issues a written **Notice to Proceed**, are **ineligible** for reimbursement. **Brian Keezer, P.E.** has been assigned by MaineDOT as the project manager from the Department's Multimodal Program. He can be reached at **(207) 624-3612** and his email is Brian.Keezer@maine.gov. Please call your project manager if you have any questions regarding this project and the next steps in this process.

The following information details your project's estimated funding amounts and the specific information and project details we have within our system. Please review and verify the following information:

Project Name:	Readfield – Church Road Sidewalk
Project Identification Number:	(WIN) 25113.00
Project Manager:	Brian Keezer, P.E.
Contact Information:	(207) 624-3612 <u>Brian.Keezer@maine.gov</u>
Proposed Scope:	Development of a new pedestrian sidewalk
Description:	Facility Design and Preliminary Right-of-Way to develop approximately 1,700 feet of sidewalk that connects existing the sidewalk to the town's recreational complex.
Estimated Total Project Cost:	\$ 45,000.00
Federal funding amount approved in the Work Plan:	\$ 36,000.00
Local Match amount required for Federal funding Amount:	\$ 9,000.00
Projected Additional Funding Needed for Construction:	\$ 436,000.00

We share your desire to move your project into design and/or construction as soon as possible. We are proud of our partnership with your community to improve the safety and services offered through this pedestrian safety project. We appreciate your efforts and the hard work you have invested to move this project forward.

Please sign below on the last page to confirm your municipality still wants to design and/or construct this project and to re-certify that your local match has been officially obligated to the project.

Keeping one copy for your records, return the other original **within 30 days** to my address below:

- 1) This original signed letter
- 2) Appropriate documentation authorizing the local match
- 3) Your project administration preference

Please call me at **(207) 624-3311** with any questions or to review any issues related to the project that you would like to discuss. Thank you very much for your continued efforts to improve the transportation system within your community. I look forward to talking with you soon.

Sincerely,



Patrick D. Adams
MaineDOT Active Transportation Planner
Maine Department of Transportation
16 State House Station
Augusta, Maine 04333
(207) 624-3311
patrick.adams@maine.gov

Project Name: Readfield – Church Road Sidewalk

Project Identification Number: (WIN) 25113.00

Project Manager: Brian Keezer, P.E.

Contact Information: (207) 624-3612 Brian.Keezer@maine.gov

Proposed Scope: Development of a new pedestrian sidewalk

Description: Facility Design and Preliminary Right-of-Way to develop approximately 1,700 feet of sidewalk that connects existing the sidewalk to the town's recreational complex.

Estimated Total Project Cost: \$ 45,000.00

Federal funding amount approved in the Work Plan: \$ 36,000.00

Local Match amount required for Federal funding Amount: \$ 9,000.00

Projected Additional Funding Needed for Construction: \$ 436,000.00

Municipality: _____

Authorized Signature: _____

Title: _____

Date: _____

Prefer: **Locally Administered Project**

MaineDOT Considers Administering the Project

Description of Local Match commitment including the source, approval date, etc. (Please also attach supportive documentation):



Published on *Readfield ME* (<https://www.readfieldmaine.org>)

[Home](#) > 2021 Spirit of America Awards Nominations now being accepted.....

2021 Spirit of America Awards Nominations now being accepted.....

Spirit of America Tribute



The Spirit of America Foundation Tribute is presented in the name of Maine Municipalities to local individuals, organizations and projects for outstanding community service. The Town will be accepting one page nominations through May 28th.

Nominations will be submitted to the Select Board and recipients recognized at the annual Volunteer Appreciation Event this summer.

Please send nominations to clerk@readfieldmaine.org or by mail to Readfield Town Office, 8 Old Kents Hill Road, Readfield, ME 04355. You can also submit nominations in the drop box located on the right side of the Town Office building.

Source URL: <https://www.readfieldmaine.org/home/news/2021-spirit-america-awards-nominations-now-being-accepted>

SPIRIT OF AMERICA AWARD RECIPIENTS

2020									
2019	John Parent	Andy Tolman	Tim Sniffen						
2018	Marius Peladeau	Bob & Jeanne Harris	William (Bill) Starrett						
2017	Flo & Bill Drake	David Bagley	William Hewett	Hannah Flannery					
2016	Dale Potter Clark	Joan Wiebe	Duck Pond Wildlife Care Center/ Donald & Carleen Cote	Ann Keilty					Gary Keilty
2015	Norma Grover	Sean Harper	Tom & Mary Ellen Molokie						
2014	David Erb	Larry & Sharon Dunn	Renee Rehn						Lenny & Sue Reay
2013	Larry Perkins	Nancy Perkins	Darcy Whittemore						
2012	Readfield Fire Auxiliary	Milton Wright	Deborah Nichols						John Perry
2011	Evelyn Potter?								
2010	Deborah Elwell	Tamara Stockwell	Maranacook Substance Abuse Prevention Group						
2009									
2008	Margaret Bourget	Kathleen Schulz	Marjorie Tyler						
2007									
2006									
2005	Clif Buuck	Karen Dube	Gloria Clark						Kevin Elwell
2004									
2003	Margaret Barnes	Ernest Bracy	David Buker						
	Elsie Damren	Sharon Dunn	David Harriman	Belinda Burke					Ellen Clement
	James & Laura Murphy	Kevin Norwood	Bunny Parks	Marianne H-Perry					Diane Macgregor
	Henri Silz	Mary Tippet	Tanya Ware	Nancy Perkins					Kelly Ross
2002	John Lord Jr.	Henri Silz	Readfield Elementary Parents Association						
				RES Playground					
				Torsey Pond Nature Pres/Conserv. Comm					
									Readfield Elementary Jr. Achievement

2021 Road Service Bid Tab

Service:	Contractor	Price per		Single		White Stop Bars, Crosswalks, Directional Arrows		Yellow or White Curb Marking		Previous Bid Award
		Gallon	Gallon	Yellow Line	White Line	White Curb Marking	White Curb Marking	Yellow or White Curb Marking	White Curb Marking	
Crack Sealing Services	Sealcoating, Inc (INDUS)	\$13.47								X
	Hopkins Paving LLC	\$15.96								
Road Striping Services	5k Corporation			\$0.049	\$0.049	\$1.50	\$1.50	\$1.50	\$1.50	
	Lucas Striping LLC			\$0.06	\$0.06	\$1.00	\$1.00	\$1.00	\$1.00	X
	L&D Safety Marking Corp.			\$0.10	\$0.10	\$1.00	\$1.00	\$2.00	\$2.00	
NOTES										
> Both bid openings were conducted at 2pm on May 28, 2021 by Eric Dyer, witnessed by Chip Stephens										
> Bid Tab created by Anna Carll 6/2/2021										
> Prices for pavement marking calculated by area (curb markings, stop bars, etc.) are presented per square foot										
> Please note the additional statement from Lucas Striping on paint availability										
> The Town has successfully worked with both Indus and Lucas Striping in the past										

PROPOSAL FORM

ROAD CRACK SEALING SERVICES

PROPOSAL

Proposer's name: Sealcoating, Inc. d/b/a indus

Address of business: 825 Granite Street, Braintree, MA 02184


Names of principals: See attached list.

The undersigned proposes to furnish all labor, materials, equipment and transportation necessary for the ROAD CRACK SEALING SERVICES for the Town of Readfield, Maine, in accordance with the SCOPE OF SERVICES and SERVICE AGREEMENT for the sum of:

\$ 13.47 per gallon installed.

Addenda receipt acknowledgement: No Addenda Issued

This Proposal is made without any connection with any other Proposer making any proposal for the same Services; and that no person acting for or employed by the Town is directly or indirectly interested in the Proposal or any agreement which may be entered into to which the Proposal relates or in any portion of the profits therefrom.

Signed and dated: 
Richard L. Goodick, Vice President 05/26/2021

PROPOSAL FORM

ROAD CRACK SEALING SERVICES

PROPOSAL


Proposer's name: Hopkins Paving LLC

Address of business: 800 Coldbrook Rd Hermon, ME 04401

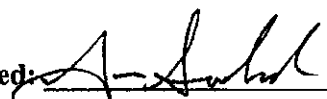
Names of principals: Michael Hopkins, MEMBER

The undersigned proposes to furnish all labor, materials, equipment and transportation necessary for the ROAD CRACK SEALING SERVICES for the Town of Readfield, Maine, in accordance with the SCOPE OF SERVICES and SERVICE AGREEMENT for the sum of:

\$ 15.96 per gallon installed.

Addenda receipt acknowledgement: 

This Proposal is made without any connection with any other Proposer making any proposal for the same Services; and that no person acting for or employed by the Town is directly or indirectly interested in the Proposal or any agreement which may be entered into to which the Proposal relates or in any portion of the profits therefrom.

Signed and dated:  5/26/21

PROPOSAL FORM

STRIPING SERVICES

PROPOSAL

Proposer's name: K5 Corporation

Address of business: 9 Rockview Way Rockland MA 02370

Names of principals: Kathy DeLong President

The undersigned proposes to furnish all labor, materials, equipment and transportation necessary for the STRIPING SERVICES for the Town of Readfield, Maine, in accordance with the SCOPE OF SERVICES and SERVICE AGREEMENT for the sum of:

\$.049 per linear foot of beaded single yellow line.

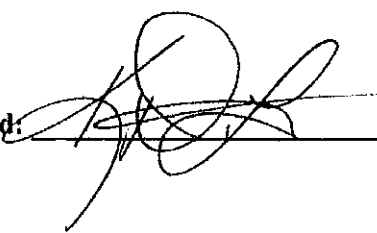
\$.049 per linear foot of beaded single white line.

\$ 1.50 per square foot of beaded white stop bars, crosswalks, and directional arrows.

\$ 1.50 per square foot of beaded yellow or white curb marking.

Addenda receipt acknowledgement:

This Proposal is made without any connection with any other Proposer making any proposal for the same Services; and that no person acting for or employed by the Town is directly or indirectly interested in the Proposal or any agreement which may be entered into to which the Proposal relates or in any portion of the profits therefrom.

Signed and dated:  5-25-21

PROPOSAL FORM

STRIPING SERVICES

PROPOSAL

Proposer's name: Lucas Striping LLC

Address of business: 237 Plains Rd. Readfield Me 04355

Names of principals: Stephen Lucas

The undersigned proposes to furnish all labor, materials, equipment and transportation necessary for the STRIPING SERVICES for the Town of Readfield, Maine, in accordance with the SCOPE OF SERVICES and SERVICE AGREEMENT for the sum of:

\$.06 per linear foot of beaded single yellow line.

\$.06 per linear foot of beaded single white line.

\$ 1.00 per square foot of beaded white stop bars, crosswalks, and directional arrows.

\$ 1.00 per square foot of beaded yellow or white curb marking.

Addenda receipt acknowledgement: _____

This Proposal is made without any connection with any other Proposer making any proposal for the same Services; and that no person acting for or employed by the Town is directly or indirectly interested in the Proposal or any agreement which may be entered into to which the Proposal relates or in any portion of the profits therefrom.

Signed and dated: Stephen Lucas 5-11-21

Lucas Striping, LLC.

"Doing Lines of all Kinds Since 1985"

237 Plains Rd.
Readfield, ME 04355
Office 685-0018
Cell 215-2320

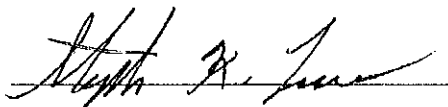
RE: BID # _____ Date 5-11-21

Inflation Clause: Prices quoted are subject to change based on Market Prices.

Weather Clause: Inclement weather may hinder project completion dates.

Due to the Deep Freeze in Texas the winter of 2020, Dow Chemical Co. Cannot get raw materials to make paint. Therefore, we are uncertain when we are to receive paint. We would also like to move the per year completion deadline of June 1 to July 1.

Thank You,



Steve Lucas, Lucas Striping, LLC.

Town Management

PROPOSAL FORM

STRIPING SERVICES

PROPOSAL

Proposer's name: L+D SAFETY MARKING CORP.

Address of business: 304 E. MONTPELIER RD. BARRE, VT. 05641

Names of principals: WM. GRAY PICKER IV

The undersigned proposes to furnish all labor, materials, equipment and transportation necessary for the STRIPING SERVICES for the Town of Readfield, Maine, in accordance with the SCOPE OF SERVICES and SERVICE AGREEMENT for the sum of:

\$ 0.10 per linear foot of beaded single yellow line.

\$ 0.10 per linear foot of beaded single white line.

\$ 1.00 per square foot of beaded white stop bars, crosswalks, and directional arrows.

\$ 2.00 per square foot of beaded yellow or white curb marking.

Addenda receipt acknowledgement: _____

This Proposal is made without any connection with any other Proposer making any proposal for the same Services; and that no person acting for or employed by the Town is directly or indirectly interested in the Proposal or any agreement which may be entered into to which the Proposal relates or in any portion of the profits therefrom.

Signed and dated:  5/27/21

OTHER BUSINESS

Future Agenda Items - Proposed DRAFT

Ongoing Select Board Goals:

- Review, revise, draft governance documents as needed
- Continue a multiyear effort to bring high quality broadband service to town
- Finalize a solar energy plan for town facilities
- Further investigate Church Road sidewalk approaches
- Set budgetary and structure direction regarding Parks and Recreation
- Support a two-year Comprehensive Plan update
- Determine Salt and Sand Shed repair or replacement plan
- Review Pension Plan to improve plan for employee participation/retention

**** Important Public Participation Information ****

Meetings will be held remotely via Zoom exclusive until further notice

FYI



**THE KENNEBEC VALLEY COUNCIL
OF GOVERNMENTS REQUESTS
YOUR ATTENDANCE AT THE**

**ANNUAL
BUDGET MEETING
OF THE
GENERAL ASSEMBLY**

**TUESDAY
JUNE
15TH
10:00 AM**

**BEST WESTERN PLUS
375 MAIN ST
WATERVILLE, ME 04901**



**FREE LUNCH PROVIDED
RSVP NO LATER THAN JUNE 10**

**SOCIAL DISTANCING MEASURES WILL BE
IN PLACE; FACE COVERINGS AND RSVP'S
REQUIRED**

VIRTUAL ATTENDANCE AVAILABLE